



NEW APPLICATION

1550 W. Deer Valley Road
Phoenix, Arizona 85027



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May 7, 2009

AZ CORP COMMISSION
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Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Re: Cox Arizona Telcom, L.L.C. ("Cox") Tariff Revisions
Docket Number

T-03471A-09-0215

To Whom It May Concern:

Pursuant to A.R.S. §§ 40-365, 40-367 and A.C.C. R14-2-1109, Cox hereby files for an original and thirteen copies of revised pages to its Local Exchange tariff, which were approved by the Arizona Corporation Commission ("Commission") on July 2, 1997 in Decision Number 60285.

Revisions to the Cox Local Exchange tariff are as follows:

Revised Pages	Description of Change
2, 3 & 5	Revise Check Sheets.
18, 32, 34, 38, 51, 51.1 & 103	Revise Text

Cox respectfully requests that these revisions become effective on June 7, 2009.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Mark A. DiNunzio
Director, Regulatory Affairs
(623) 328-3252

Attachment
cc: Martin Corcoran

Arizona Corporation Commission
DOCKETED

MAY -7 2009

DOCKETED BY



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
Title Page	2 ND Revised	16	2 ND Revised
2*	65 TH Revised	17	Original
3*	24 TH Revised	18*	2 ND Revised
4	34 TH Revised	19	1 ST Revised
5*	38 TH Revised	20	1 ST Revised
6	3 RD Revised	21	1 ST Revised
7	3 RD Revised	22	Original
8	Original	23	Original
9	Original	24	Original
10	1 ST Revised	25	1 ST Revised
11	2 ND Revised	26	Original
12	1 ST Revised	27	2 ND Revised
13	Original	28	Original
14	4 TH Revised	29	4 TH Revised
15	3 RD Revised	29.1	1 ST Revised
		30	3 RD Revised

(*) Denotes new or revised page.

CHECK SHEET

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PAGE	REVISION	PAGE	REVISION
31	Third Revised	46	Second Revised
32*	Second Revised	47	First Revised
33	Original	47.1	First Revised
34*	First Revised	47.2	First Revised
35	Original	48	Second Revised
36	First Revised	49	Original
37	Original	50	Second Revised
38*	Third Revised	51*	Third Revised
39	Second Revised	51.1*	Original
39.1	First Revised	52	Original
39.2	Original	53	First Revised
39.3	Original	54	Second Revised
39.4	Original	55	Original
39.5	Original	56	First Revised
40	First Revised	57	First Revised
41	Second Revised	58	Third Revised
42	First Revised	59	Third Revised
43	First Revised	59.0.1	Original
44	First Revised	59.1	Fourth Revised
45	First Revised	60	11 TH Revised

(*) Denotes new or revised page.

Issue Date: May 7, 2009

Effective Date: June 7, 2009

Issued By: Martin Corcoran
Director, Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, GA 30319

LOCAL EXCHANGE SERVICE**CHECK SHEET**

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
91	5 th Revised	92.12	3 RD Revised	111	4 TH Revised
92	6 TH Revised	92.12.1	Original	112	4 TH Revised
92.0.1	2 ND Revised	92.13	1 ST Revised	113	3 RD Revised
92.0.2	1 ST Revised	92.14	1 ST Revised	114	4 TH Revised
92.0.3	4 TH Revised	92.15	1 ST Revised	115	3 RD Revised
92.0.4	3 RD Revised	92.16	1 ST Revised	116	3 RD Revised
92.0.5	3 RD Revised	92.17	1 ST Revised	117	3 RD Revised
92.0.6	4 TH Revised	92.18	1 ST Revised	118	1 ST Revised
92.0.7	1 ST Revised	92.19	1 ST Revised	119	1 ST Revised
92.0.8	1 ST Revised	92.20	1 ST Revised	120	Original
92.0.9	1 ST Revised	92.21	1 ST Revised	121	Original
92.0.9.1	Original	92.22	1 ST Revised	122	Original
92.0.9.2	Original	92.23	Original	123	Original
92.0.10	Original	93	2 ND Revised	124	Original
92.0.11	Original	94	2 ND Revised	125	Original
92.0.12	Original	95	1 ST Revised	126	Original
92.1	1 ST Revised	96	1 ST Revised	127	Original
92.2	1 ST Revised	97	1 ST Revised	128	Original
92.3	1 ST Revised	98	1 ST Revised	129	Original
92.4	1 ST Revised	99	4 TH Revised	130	Original
92.5	1 ST Revised	100	Original	131	Original
92.6	1 ST Revised	101	1 ST Revised	132	Original
92.7	1 ST Revised	102	2 ND Revised	133	Original
92.8	3 RD Revised	102.0.1	3 RD Revised	134	Original
92.9	4 TH Revised	102.1	3 RD Revised	135	Original
92.10	3 RD Revised	103*	2 ND Revised	136	Original
92.11	3 RD Revised	104	1 ST Revised	137	Original
		105	1 ST Revised	138	1 ST Revised
		105.1	1 ST Revised	139	Original
		106	3 RD Revised	140	Original
		107	4 TH Revised	141	Original
		107.1	Original	142	Original
		108	Original	143	Original
		109	1 ST Revised	144	Original
		110	Original	145	Original
				146	Original
				147	Original

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LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.3 Terms and Conditions, cont'd.

6. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
7. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. **Customers should not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines. Business Customers, who switch service types from business to residential, will be issued a new telephone number when the service is transferred to a Residential Service type. Additionally, call intercept will not be deployed to inform the caller of the new Residential Service number.**
8. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.9 below.
9. The Customer agrees to return to the Company all Company-provided termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
10. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the company makes similar facilities under its control available to its customers.

(N)

(N)

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LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.3 Obligations of the Customer, cont'd.

The Customer shall be responsible for:

12. ensuring that the Customer-provided equipment (CPE), such as a Private-Branch Exchange (PBX), provisioned on the Company's network is maintained and operated in a fashion to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.
13. ensuring that station location information for all Customer-provided Multi-Line Telephone Systems (MLTS), or PBXs, is current in the PS-Ali, so that emergency responders have the ability to locate the station in emergency situations.

(T)

(N)

(N)

2.3.2 Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Private Identification Number ("PIN") Access

The F.C.C. requires that Customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to a Customer's account. Telephone Service is subject to the Cox privacy policy posted at <http://www.cox.com/policy/#OnlinePrivacyPolicy>.

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.4 Customer Equipment and Channels, cont'd.

2.4.2 Station Equipment, cont'd.

2. The Customer is responsible for ensuring that Customer-Provided Equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
3. **The Customer is responsible for ensuring that the Customer-Provided Equipment (CPE), such as a Private-Branch Exchange (PBX), provisioned on the Company's network is maintained and operated to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.** (N)
4. **The Customer is responsible for ensuring that station location information for all Customer-provided Multi-Line Telephone Systems (MLTS), or PBXs, is current in the PS-ALI so that emergency responders have the ability to locate the station in emergency situations.** (N)

2.4.3 Interconnection of Facilities

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Charges based on measured or message usage will be included on the next invoice rendered following the end of the billing period in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
3. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
4. Amounts not paid within 18 days after the date of invoice are considered past due. If the entire balance is not paid by the due date, a late payment charge of 1.5% per month will be assessed on the unpaid balance.
5. Payments presented for services or equipment, and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge of \$25.00 per item.

A Customer will be placed on a "cash only" basis upon receipt of two (2) returned payments within a twelve (12) month period of time. "Cash only" is herein defined as Cashier's Checks, U.S. currency, or money orders.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of a Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

6. **For Customers provisioned under a term agreement and service is terminated prior to the expiration of the term commitment, Early Termination Charges will apply. Early Termination Charges are due and payable effective as of the termination date. For details, see Section 2.7.**

(N)
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(N)

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LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.7 Cancellation and Automatic Renewal of Service, cont'd.

2.7.2 Cancellation Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges expended or waived by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges incurred and paid to third parties by Company on behalf of Customer, plus
3. all Monthly Recurring Charges specified in the applicable contract, agreement or tariff for the balance of the remaining term.

2.7.3 Automatic Renewal of Term Agreements

Upon expiration of the Customer's selected initial term, the Customer's Service Agreement shall automatically renew for one (1) year terms unless the Customer or Cox provides the other with written termination notice at least sixty (60) days prior to the expiration of the then existing term.

2.8 Transfer and Assignments or Relocation

(N)

2.8.1 Transfer and Assignments

(T)

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.8.2 Relocation

(T)

If, during the Term of this Agreement, Customer moves from the original address identified on the Commercial Services Agreement (the "Original Location") to a new location (the "New Location") ("Relocation"):

(N)

(N)

(N)

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.8 Transfer and Assignments or Relocation, cont'd.

(T)

2.8.2 Relocation, cont'd.

- a) if the New Location is within the same Cox Franchise Area as the Original Location and (i) Cox determines that Cox can provide Services at the New Location without Cox incurring any additional construction or other costs or (ii) if Cox decides in its sole discretion to incur the additional costs of providing Services at the New Location, then the New Location shall be deemed by Cox to be "Serviceable." If the New Location is Serviceable, then Cox shall provide Services at the New Location instead of at the Original Location, and Customer will not incur any early termination fees as a result of the Relocation, provided that Customer complies with the notice requirements set forth below and satisfies the monthly recurring charge and other commitments set forth in this Agreement for the remainder of the Term.
- b) if (i) the New Location is not within the same Cox Franchise Area as the Original Location or (ii) Cox determines that Cox cannot provide Service to the New Location without Cox incurring additional construction or other costs that Cox is not willing to incur, then the New Location shall be deemed by Cox to be "Not Serviceable". If the New Location is Not Serviceable, Customer may terminate this Agreement due to such Relocation by providing Cox at least thirty (30) days notice of termination. Customer shall be required to pay for Service through the date of termination including all nonrecurring charges, if any. If Cox incurred construction costs at the Original Location, then Customer must also pay Cox the early termination fees set forth in this Agreement as a result of such termination. If Cox did not incur construction costs at the Original Location, then Customer may terminate this Agreement without incurring any early termination charges; however Customer shall be required to refund to Cox any credits that Cox provided to Customer under this Agreement.

(N)

Customer shall notify Cox in writing at least sixty (60) days prior to Relocation and provide Cox with the address of the New Location for Cox to determine serviceability. Cox shall respond to Customer within ten (10) days of the Relocation notice stating whether the New Location is serviceable. The Relocation option set forth in this provision is not available for customers who are not in good standing with Cox.

(N)

LOCAL EXCHANGE SERVICE

SECTION 5 - Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Pricing elements included in an ICB contract are available to any similarly situated Customer for a period of 30 days after the execution of the ICB contract. After the expiration of the 30 days, pricing will be developed on a case-by-case basis. (N)
(N)
(N)

Services not detailed in this tariff, but offered on a case-by-case basis include, but are not limited to:

DS-3, Digital Service level 3: Equivalent of 28 DS 1 channels, and operating at 44.736 Mbps, also called T-3.

OC-n, Optical Carrier-n: A SONET (Synchronous Optical Network) based application using optical signals in speeds beginning with OC-1 (51.840 Mbps) up to OC-48 (2.5 Gbps).

WAN, Wide Area Network: This network uses links provided by Cox facilities and/or other local telephone companies to connect disperse sites within the state.